

ORDINANCE NUMBER 22 - 08

**AN ORDINANCE OF THE VILLAGE OF EAST DUNDEE, COOK
AND KANE COUNTIES, ILLINOIS, APPROVING AN
ASSIGNMENT AND ASSUMPTION AGREEMENT REGARDING THE
REDEVELOPMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF EAST
DUNDEE, ILLINOIS AND PAMPERED PET SERVICES RESORT & SPA, INC.,
AN ILLINOIS CORPORATION**

WHEREAS, the Village of East Dundee ("Village") is a home rule unit of local government pursuant to Section 6 of Article VII of the Constitution of the State of Illinois, and has the authority to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Village and Pampered Pet Services Resort & Spa, Inc., an Illinois corporation ("PPSR"), entered into the "Redevelopment Agreement by and between the Village of East Dundee, Illinois and Pampered Pet Services Resort & Spa, Inc., an Illinois Corporation" on August 19, 2013 ("Redevelopment Agreement"); and

WHEREAS, PPSR desires to assign all of its rights and obligations under the Redevelopment Agreement to Egri Pet Service LLC, a Nebraska limited liability company authorized to conduct business in the State of Illinois ("EPS"), and EPS wishes to accept the assignment; and

WHEREAS, pursuant to Section 8 of the Redevelopment Agreement, the Redevelopment Agreement can only be assigned by PPSR with the prior written consent of the Village; and

WHEREAS, the Village President and Board of Trustees desire to approve the "Assignment and Assumption Agreement Regarding the Redevelopment Agreement by and between the Village of East Dundee, Illinois and Pampered Pet Services Resort & Spa, Inc., an Illinois Corporation" attached hereto as **EXHIBIT A**, and made a part hereof, by and between the Village, PPSR and EPS ("Assignment Agreement"), which sets forth the terms of the assignment of the Redevelopment Agreement from PPSR to EPS; and

WHEREAS, the Village President and Board of Trustees have determined that entering into the Assignment Agreement best serves the Village, its residents and the public's health, safety and welfare;

NOW THEREFORE BE IT ORDAINED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS, AS FOLLOWS:

SECTION 1: Incorporation. That the recitals above shall be and are hereby incorporated in this Section 1 as if restated herein.

SECTION 2: Approval and Execution. That the Village President and Board of Trustees approve the Assignment Agreement, authorize the execution of the Assignment Agreement, and direct the Village President and the Village Clerk, or their designees, to execute the Assignment Agreement, along with all other instruments and documents that are necessary to fulfill the Village's obligations under the Assignment Agreement. The Village President and Board of Trustees authorize and direct Village staff to comply with all of the applicable obligations of the Village under the Assignment Agreement.

SECTION 3: Severability. That if any Section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such Section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 4: Repeal. That all ordinances, resolutions, motions or parts thereof in conflict with this Ordinance shall be and the same are hereby repealed.

SECTION 5: Effect. That this Ordinance shall be in full force and effect upon its adoption, approval and publication in pamphlet form as provided by law.

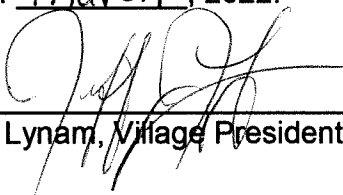
ADOPTED this 7th day of March, 2022 pursuant to a roll call vote as follows:

AYES: Mahony, Kunze, Brittin, Saviano, Treiber and Sauder

NAYES: Ø

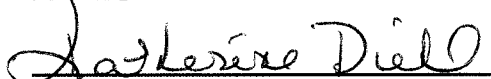
ABSENT: Ø

APPROVED by me this 7th day of March, 2022.



Jeffrey Lynam, Village President

ATTEST:



Katherine Diehl, Village Clerk

Published in pamphlet form this 10th day of March, 2022, under the authority of the Village President and Board of Trustees.

Recorded in the Village records on March 10, 2022.

EXHIBIT A

**ASSIGNMENT AND ASSUMPTION AGREEMENT REGARDING THE
REDEVELOPMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF EAST
DUNDEE, ILLINOIS AND PAMPERED PET SERVICES RESORT & SPA, INC., AN
ILLINOIS CORPORATION**

(attached)

**ASSIGNMENT AND ASSUMPTION AGREEMENT REGARDING
THE REDEVELOPMENT AGREEMENT BY AND BETWEEN
THE VILLAGE OF EAST DUNDEE, ILLINOIS AND
PAMPERED PET SERVICES RESORT & SPA, INC.,
AN ILLINOIS CORPORATION**

This **ASSIGNMENT AND ASSUMPTION AGREEMENT REGARDING THE REDEVELOPMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF EAST DUNDEE, ILLINOIS AND PAMPERED PET SERVICES RESORT & SPA, INC., AN ILLINOIS CORPORATION** (“Agreement”), effective as of March 7, 2022 (“Effective Date”), is by and between the Village of East Dundee, an Illinois municipal corporation (“Village”), Pampered Pet Services Resort & Spa, Inc., an Illinois corporation (“PPSR”), and Egri Pet Service LLC, a Nebraska limited liability company authorized to conduct business in the State of Illinois (“EPS”). All capitalized terms not defined in this Agreement shall have the definitions set forth in the “Redevelopment Agreement by and between the Village of East Dundee, Illinois and Pampered Pet Services Resort & Spa, Inc., an Illinois Corporation” by and between the Village and PPSR (“Redevelopment Agreement”).

WHEREAS, the Village and PPSR entered into the Redevelopment Agreement on August 19, 2013; and

WHEREAS, PPSR desires to assign all of its rights and obligations under the Redevelopment Agreement to EPS, and EPS wishes to accept the assignment pursuant to the terms and conditions of this Agreement; and

WHEREAS, pursuant to Section 8 of the Redevelopment Agreement, the Redevelopment Agreement can only be assigned by PPSR with the prior written consent of the Village; and

WHEREAS, the Village is willing to consent to the Assignment subject to the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment and Assumption. PPSR hereby assigns and transfers to EPS all of PPSR’s right, title, and interest in and to the Redevelopment Agreement. EPS hereby accepts such assignment and assumes all of PPSR’s duties and obligations under the Redevelopment Agreement and agrees to perform and discharge, as and when due, all of the obligations of PPSR under the Redevelopment Agreement accruing on and after the Effective Date of this Agreement. PPSR’s assignment to EPS includes PPSR’s right to receipt of payments from the Village under the Redevelopment Agreement, except as modified in Section 2 below. PPSR shall be responsible for performance of the Developer’s obligations prior to the Effective Date of this Agreement and EPS shall be responsible for performance of the Developer’s obligations as of and after the Effective Date of this Agreement.

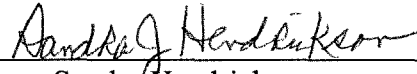
2. Consent to Assignment of Redevelopment Agreement. Subject to the provisions of this Agreement, the Village hereby consents to: (a) PPSR's assignment of its rights and obligations under the Redevelopment Agreement to EPS; and (b) EPS' assumption of PPSR's rights and obligations under the Redevelopment Agreement, both pursuant to and in accordance with the Redevelopment Agreement, except that payment by the Village for Redevelopment Project Costs: (y) for the 2021 tax year shall be paid to PPSR, and (z) for the 2022 tax year and going forward shall be paid to EPS.

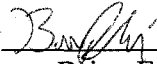
3. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date of this Agreement.

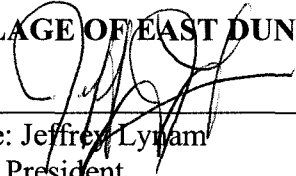
**PAMPERED PET SERVICES
RESORT & SPA, INC.**

EGRI PET SERVICE, LLC

By 
Name: Sandra Hendrickson
Title: President

By 
Name: Brian Egri
Title: Manager

VILLAGE OF EAST DUNDEE

By 
Name: Jeffrey Lyram
Title: President